

creditors, filed his petition in November, 1841, on the equity side of Baltimore County Court, stating his receipt of a portion of the trust fund, and praying leave to distribute the same under the authority of the court. On the 30th of November, 1842, about two-thirds in amount of the creditors of Putney and Riddle assigned to the latter all the interest of the assignors in a claim which the assignees had against the United States for losses sustained by them, in the performance of a contract with the government, for building a warehouse in the city of Baltimore; this claim was to be prosecuted by the assignees for their own use; and a reservation was made by the assignors of their interests and dividends in the property, and the rest of the claims conveyed to Green. The amount recovered from the government under the claim for losses, was \$9,672 61, which, after the deduction of expenses and commissions was distributed among the creditors of Putney and Riddle, they themselves receiving under the above mentioned assignment, the sum of \$5,621 33. The money recovered from the government had been received by Green, as trustee, and distributed under the directions of the Baltimore County Court, by the Auditor of that court, in an account accompanying his report of the 16th of January, 1845. The trustee received the further sum of \$13,985 38, as due Putney and Riddle for work done for the government. This sum was paid to Green, as trustee, under the deed described above; and also, as permanent trustee of Putney, who had taken the benefit of the insolvent laws, in 1840. During the prosecution of this claim, on the 31st of December, 1842, Putney and a certain Peter Gorman entered into an agreement, by which Gorman, in consideration of his furnishing the necessary funds for its prosecution, was to receive one-half of Putney's share, should any thing be recovered. On the 27th of September, 1844, Putney, Riddle and Gorman, who were engaged in buying up claims against the firm of Putney and Riddle, entered into a written agreement by which it was stipulated, that in the purchases of that description already made, and in those thereafter to be made, the parties should contribute rateably, that is, Riddle should con-